In the High Court for the States of Punjab and Haryana, at Chandigarh.

RSA.No. 912 of 2007 (O&M)
Decided on March 29,2007.

Harbhajan Singh -- Appellant

vs.

Joginder Singh and others -- Respondents

Present: Mr. P.L.Singla, Advocate, for the appellant

Mr.Parminder Singh,Advocate,for the Caveator/respondents

Pritam Pal,J: (Oral)

When this case was taken up, Mr. Parminder Singh, Advocate, has appeared on behalf of the Caveators/respondents.

This appeal by appellant/plaintiff (hereinafter referred to as 'the appellant'), is directed against judgment and decree dated March 30,2001, passed by learned Civil Judge (Junior Division), Amritsar, whereby suit filed by the appellant for specific performance on the basis of agreement to sell dated July 29,1988, was dismissed, and thereafter, appeal filed by him, was also dismissed by learned Additional District Judge, (Adhoc), Amritsar, vide judgment dated January 13,2007.

Noticeable point of arguments now raised before this

Court is that in fact, the entire amount of sale consideration i.e. Rs. 1,50,000/- (except Rs. 5000/-) had already been paid to the respondent/defendant No.1 (hereinafter referred to as ' the respondent') and the sale deed on the basis of the agreement to sell, was to be executed only after the sale deed of half of the share by respondent Nos. 2 to 7 in favour of respondent No.1, was executed and registered in favour of the appellant, which, in fact, was never executed or registered due to the connivance of the respondents.

Both the contentions now fail to carry any conviction with this Court inasmuch as, there are concurrent findings of the Courts below that not an amount of Rs. 1,50,000/-but only an amount of Rs. 50,000/- was paid to respondent No.1, though, the receipts prepared in that behalf were found to be discrepant. At the same time, both the Courts below also came to the conclusion that the suit filed by the appellant was time barred inasmuch as the last date for execution and registration of sale deed was April 27, 1989 as mentioned in the original agreement to sell dated July 29 1988,but the suit was filed after expiry of about seven years of the date fixed for execution of the sale deed. It has no where been proved that the appellant was always willing and ready to perform his part of the contract, as per terms and conditions laid down in agreement to sell Ex. P-1 dated July 29,1988. Further-more, learned counsel for the appellant also failed to make out any substantial question of law in this appeal for consideration by this Court.

Hence, this appeal is dismissed in limine.

March 29,2007 (Pritam Pal)
RR Judge